



STEVE COOLEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

August 4, 2009

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

44

AUGUST 4, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY TO COMPLETE THE APPLICATION
PROCESS FOR GRANT FUNDS FROM THE CALIFORNIA EMERGENCY
MANAGEMENT AGENCY (CalEMA) FOR THE VICTIM WITNESS ASSISTANCE
PROGRAM (VWAP) FOR FISCAL YEAR (FY) 2009-10
ALL DISTRICTS (3-VOTES)**

SUBJECT

This Board Letter requests authority for the District Attorney's Office to complete the grant application process for continued grant funding for the VWAP in FY 2009-10. Therefore, we are requesting the Chair to sign the required Certification of Assurance of Compliance Form as required by the grantor.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the District Attorney (DA), on behalf of the County of Los Angeles, to complete the grant application process with CalEMA for grant funds for the period of July 1, 2009 to June 30, 2010, in the total amount of \$3,427,269; and to sign an Agreement (copy attached) with the City of Los Angeles (City) to participate in the VWAP. The DA receives \$2,570,452 and the City receives \$856,817 as a subgrantee. There is no required match for this grant.
2. Request the Chair of the Board to sign and affix a wet signature to the attached Certification of Assurance of Compliance form required to complete the grant application.
3. Delegate authority to the DA or his designee, upon award of grant funding by CalEMA, to accept and execute the Grant Award Agreement and serve as Project Director for the program.

This also includes authorization to approve any subsequent amendments, modifications, and/or extensions to the CalEMA grant documents that do not increase the net County cost of the program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to comply with VWAP's commitment to assist underserved victims of crime by alleviating trauma and the devastating effects of crime on the lives of victims and their families.

On April 8, 2009, CalEMA released a Request for Application (RFA) for the VWAP in FY 2009-10. The DA's VWAP is the major service provider for crime victims and witnesses in Los Angeles County and meets the eligibility requirements to apply for continuation funding. A funding chart included in the RFA designated \$3,427,269 to Los Angeles County. On May 22, 2009, the DA submitted an application to apply for continuation grant funds in FY 2009-10. In order to complete the application process, applicants are required to complete a Certification of Compliance form which includes details regarding Equal Employment Opportunity Program (EEO), Drug Free Workplace Compliance, California Environmental Quality Act Lobbying, Debarment and Suspension requirements, and Proof of Authority from City Council/Government Board. Applicants are required to submit the necessary assurances and documentation before finalization of the Grant Award Agreement.

Board authorization to complete the grant application process and to accept FY 2009-10 grant funds is requested in order to comply with County and CalEMA requirements.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the Los Angeles County's Strategic Plan Goal No. 1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure and operations to support timely delivery of customer-oriented and efficient public services, and Strategic Plan Goal No. 5, Public Safety, to ensure that the committed efforts of the public safety partners continue to maintain and improve the safety and security of the people of Los Angeles County.

FISCAL IMPACT/FINANCING

The DA's application requests grant funding in the amount of \$3,427,269, for the period of July 1, 2009 to June 30, 2010. Of this amount, the DA will receive \$2,570,452 and the City will receive \$856,817, or 25% of the grant award. The estimated project cost for the VWAP Program is \$3,671,257. After the offset of \$3,427,269 in grant funds, the DA will absorb a total of \$243,988, for VWAP FY 2009-10. Funding of \$2,567,000 is included in the DA Adopted Budget for FY 2009-10. The difference of \$3,452 will be appropriated in the Supplemental Budget Request for FY 2009-10.

In light of the State budget situation, if funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant budgeted positions. Payments by the County to the City, as a subgrantee, are contingent on the availability of State funding. If the County does not receive the full amount from the State, the City has acknowledged that its portion of the grant will be reduced in an amount solely to be determined by the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Penal Code §13835.2, VWAP has been the major provider of comprehensive services to victims of crime since 1977. VWAP was established to implement a decentralized, prosecution-based victim assistance program to provide mandatory and optional victim services throughout Los Angeles County.

VWAP is structured to meet the needs of victims and witnesses as they enter the criminal justice system, to help stabilize them emotionally and financially, so that trauma can be minimized. As mandated by statute, the Victim Services Representative (VSR) provides direct services to victims of all types of crimes. The range of victim services provided has expanded over the years.

The VSRs assigned to VWAP assist a large number of victims living in poverty who have immediate needs for intensive assistance, including basic subsistence, witness protection and relocation. The growing number of people living in poverty in Los Angeles County, particularly children and elders, contributes to the increased demand for victim services. Additionally, the high number of violent crimes in Los Angeles County creates a crucial need for specialized victim advocacy services including assistance to the families of homicide victims, to victims of gang-related crimes, and child victims.

Honorable Board of Supervisors
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Currently, the DA's VWAP provides victim services at 27 victim service centers, and the City Attorney's Victim Assistance Program operates another 10 victim service centers. In FY 2009-10, VWAP will prioritize a coordinated service delivery to ensure that comprehensive services are made available to all victims in Los Angeles County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter and two CalEMA Certification of Assurance of Compliance Forms, with a wet signature, to Ms. Patricia Orozco, Grants Unit, District Attorney's Office, 201 N. Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Ms. Orozco at (213) 202-7651.

Respectfully submitted,


STEVE COOLEY
District Attorney

pao

Attachments

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: District Attorney

Grant Project Title and Description **VICTIM WITNESS ASSISTANCE PROGRAM (VWAP)**

The VWAP has been the major provider of comprehensive services to victims of crime since 1977. This program was established to create a decentralized, prosecution-based victim assistance program throughout Los Angeles County to assist victims of all types of crime. The District Attorney's Office maintains a close working relationship with its subgrantee, the Los Angeles City Attorney, and has maintained long-term professional relationships with law enforcement and prosecutors. VWAP sets goals each year and provides services to approximately 19,000 victims, annually.

Funding Agency
State California Emergency
Management Agency
(CalEMA)

**Program (Fed. Grant # /State Bill or
Code #)**
Penal Code Section 13835 et seq.

Grant Acceptance Deadline
N/A

Total Amount of Grant Funding: \$3,427,269

County Match: N/A

Grant Period:

Begin Date: July 1, 2009

End Date: June 30, 2010

Number of Personnel Hired Under This Grant:

Full Time: 38

Part Time: 5

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary ("N") items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires? Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a) Absorb the program cost without reducing other services Yes ☐ No ☒

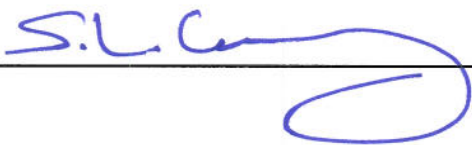
b) Identify other revenue sources Yes ☐ No ☒

(Describe) _____

c) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes ☒ No ☐

Impact of additional personnel on existing space:
None.

Department Head Signature



Date

7/17/09

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Victims of Crime Act (VOCA) Fund

I, STEVE COOLEY hereby certify that
(official authorized to sign grant award; same person as Section 12 on Grant Award Face Sheet)

RECIPIENT: COUNTY OF LOS ANGELES

IMPLEMENTING AGENCY: LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE

PROJECT TITLE: VICTIM WITNESS ASSISTANCE PROGRAM

is responsible for reviewing the *Grant Recipient Handbook* and adhering to all of the Grant Award Agreement requirements (state and/or federal) as directed by CalEMA including, but not limited to, the following areas:

I. *Equal Employment Opportunity – (Recipient Handbook Section 2151)*

It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, denial of family medical care leave, denial of pregnancy disability leave, or age (over 40). CalEMA-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.

Please provide the following information:

Equal Employment Opportunity Officer: JULIE DIXON SILVA

Title: CHIEF, EMPLOYEE RELATIONS DIVISION

Address: 201 N. FIGUEROA STREET, SUITE 1455, LOS ANGELES, CA 90012

Phone: (213) 202-7705

Email: jdsilva@da.lacounty.gov

II. *Drug-Free Workplace Act of 1990 – (Recipient Handbook, Section 2152)*

The State of California requires that every person or organization awarded a grant or contract shall certify it will provide a drug-free workplace.

III. *California Environmental Quality Act (CEQA) – (Recipient Handbook, Section 2153)*

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all CalEMA funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

IV. Lobbying – (Recipient Handbook Section 2154)

CalEMA grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

V. Debarment and Suspension – (Recipient Handbook Section 2155)

(This applies to federally funded grants only.)

CalEMA-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VI. Proof of Authority from City Council/Governing Board

The above-named organization (applicant) accepts responsibility for and will comply with the requirement to obtain written authorization from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of CalEMA, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and CalEMA disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from CalEMA shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

VII. Special Condition for Grant Awards with Victims of Crime Act (VOCA) Fund

The grant recipient agrees to administer the grant in accordance with the VOCA, the VOCA Program Guidelines, and the Office of Justice Programs Financial Guide.

All appropriate documentation must be maintained on file by the project and available for CalEMA or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Recipient may be ineligible for award of any future grants if the CalEMA determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Award Agreement [Section 12 on Grant Award Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: _____

Authorized Official's Typed Name: STEVE COOLEY

Authorized Official's Title: DISTRICT ATTORNEY

Date Executed: 7/17/09

Federal Employer ID #: 95-6000927

Federal DUNS # 781310990

Current Central Contractor Registration

Yes ☒

No ☐

Executed in the City/County of: LOS ANGELES

AUTHORIZED BY: (not applicable to State agencies)

- ☐ City Financial Officer
☐ City Manager
☒ Governing Board Chair

- ☐ County Financial Officer
☐ County Manager

Signature: _____

Typed Name: DON KNABE

Title: CHAIR, BOARD OF SUPERVISORS



APPROVED AS TO FORM:

BY: _____

1 **COUNTY OF LOS ANGELES**
2 **STATE OF CALIFORNIA**
3 **AGREEMENT FOR THE VICTIM-WITNESS**
4 **ASSISTANCE PROGRAM**

5 _____

6 **THIS AGREEMENT**, is made and entered into this _____ day of
7 _____, 2009, in the City of Los Angeles, California, by and between the
8 **COUNTY** of Los Angeles, a county and political subdivision of the State of California
9 (herein after referred to as the **COUNTY**), and the **CITY OF LOS ANGELES**, a
10 chartered municipality organized under the law of the State of California (hereinafter
11 referred to as the **CITY**), and both of whom collectively are referred to as the **PARTIES**;

12 **WHEREAS**, the **COUNTY**, pursuant to Penal Code Section 13835, et
13 seq., has designated its Office of the District Attorney through its Victim-Witness
14 Assistance Program as a major provider of comprehensive services to victims and
15 witnesses of all types of crimes; and

16 **WHEREAS**, the State of California's Emergency Management Agency
17 (hereinafter referred to as CALEMA) has awarded the **COUNTY** funds in the amount of
18 \$3,427,269 to provide victim-witness services, of which \$2,570,452 will be utilized by
19 the **COUNTY**; the remainder of funds, \$856,817, will be allocated to the City Attorney,
20 as a subgrantee, for Fiscal Year 2009-10 beginning July 1, 2009 and ending June 30,
21 2010; and;

22 **WHEREAS**, the CALEMA has established Program guidelines which
23 provide that there will be only one Program provider in each county; and

24 **WHEREAS**, the **CITY** desires to participate in such a program for the
25 prosecution of misdemeanor cases within its jurisdictional boundaries and to provide
26 program services at the Central Office of the City Attorney, Van Nuys City Hall, San

Pedro City Hall, and at the following Los Angeles Police Stations: 77th Street, Newton, West Los Angeles, Northeast, North Hollywood, Hollenbeck, and Wilshire Divisions; and

WHEREAS, the **CITY** has the capability of providing such services; and the **COUNTY** desires for the **CITY** to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the **PARTIES** agree as follows:

1. SCOPE OF SERVICES:

The **CITY** shall provide services that are primary to the maintenance of a comprehensive center responsive to the basic needs of victims and witnesses. As required by Penal Code Section 13835.4, the **CITY** shall carry out all of the following activities in delivering services:

- Services to victims and witnesses of all types of crimes and survivors of homicide victims;
- Translation for non-English speaking victims and witnesses;
- Follow-up contact with clients;
- Field visits whenever necessary to provide services;
- Volunteer participation to encourage community involvement;
- Special services specific to the needs of the hearing impaired;
- Special services specific to the needs of the disabled; and
- Services appropriate to the special needs of elderly victims.

The **CITY** shall provide the following two categories of victim/witness services: mandatory services and optional services:

A. Mandatory Services:

- crisis intervention
- emergency assistance

- resource and referral assistance
- direct counseling
- assistance with victim of crime claims
- property return
- orientation to the criminal justice system
- court escort/court support
- presentations and training for criminal justice agencies and victim service organizations
- public presentations and publicity
- case disposition/case status
- notification of friends and relatives
- employer notification
- restitution assistance

B. **Optional Services** (These services are included to allow centers the latitude to develop services responsive to local needs):

- employer intervention
- creditor intervention
- child care assistance
- witness protection
- temporary restraining order assistance
- transportation assistance
- court waiting area
- funeral arrangements
- crime prevention information

2. **TIME AND PERFORMANCE:**

Said services of the **CITY** are to, and the **CITY** certifies did, commence on

1 July 1, 2009 and shall terminate on June 30, 2010. The **COUNTY** and the **CITY** can
2 automatically renew this Agreement in writing for one successive one-year period
3 contingent upon the **COUNTY** receiving sufficient grant funds from the CALEMA.

4 **3. COMPENSATION:**

5 In consideration for the services provided under this Agreement, the
6 **COUNTY** shall allocate to the **CITY**, as a sub-grantee, an amount not to exceed
7 \$856,817 for Fiscal Year (FY) 2009-10.

8 Payments shall constitute full and complete compensation for the **CITY's**
9 services under this Agreement. The **COUNTY** will pay the **CITY** from the funds the
10 **COUNTY** receives from the CALEMA. Any such payments shall be contingent upon the
11 availability of the CalEMA funds and shall not be charged upon any other **COUNTY**
12 funds.

13 If the grant funds awarded to the **COUNTY** are less than promised by the
14 CalEMA for Fiscal Year 2009-2010 as set forth in this Agreement, the **CITY**
15 acknowledges that their portion of the grant funding may be reduced in an amount to be
16 solely determined by the **COUNTY**.

17 **4. ADMINISTRATION OF AGREEMENT:**

18 A. The District Attorney of the County of Los Angeles, or his designated
19 representative, is designated as the **COUNTY's** Project Director, who shall have full
20 authority to act for the **COUNTY** in the administration of this Agreement consistent with
21 the provisions contained herein.

22 B. The City Attorney, or his designated representative, is designated as the
23 **CITY's** Project Director, who shall have full authority to act for the **CITY** in the
24 administration of this Agreement consistent with the provisions contained herein.

25 ///

26 ///

1 C. The **COUNTY's** Victim Witness Assistance Program and the **CITY's**
2 Victim Assistance Program will closely coordinate services and will adhere to all
3 provisions of the Agreement set forth in the grant proposal. Should either of the
4 **PARTIES** become aware of issues of mutual concern or conflicts, the **PARTIES** agree
5 to meet and confer to determine the best possible resolution in the interests of the client
6 population the programs serve.

7 **5. COMPLIANCE WITH LAWS & DIRECTIVES:**

8 All **PARTIES** agree to be bound by all applicable Federal, State and local
9 laws, ordinances, regulations and directives as they pertain to the performance of this
10 Agreement. All **PARTIES** agree to comply with the guidelines set forth in the CalEMA
11 Recipient Handbook, which can be found at [http://www.oes.ca.gov/WebPage/oes website.nsf/PDF/2009%20CalEMA%20Recipient%20Handbook/\\$fil/2009-Recipient-Handbook.pdf](http://www.oes.ca.gov/WebPage/oes%20website.nsf/PDF/2009%20CalEMA%20Recipient%20Handbook/$fil/2009-Recipient-Handbook.pdf), and which is
12 incorporated herein to this Agreement.
13

14 **6. DISCRIMINATION:**

15 No person shall, on the grounds of race, sex, creed, color or natural origin,
16 be excluded from participation in, or be refused the benefits of, any activities, programs
17 or employment supported by this Agreement.

18 **7. ACCOUNTING:**

19 The **CITY** must establish and maintain on a current basis an adequate
20 accounting system in accordance with the U.S. General Accounting Office Standards for
21 audit of governmental organizations, programs, activities and functions issued by the
22 U.S. General Accounting Office.

23 **8. CHANGES IN AGREEMENT AMOUNT:**

24 The **COUNTY** reserves the right to reduce the Agreement amount when
25 the **COUNTY's** fiscal monitoring indicates that the **CITY's** rate of expenditure will result
26 in unspent funds at the end of the program year. Changes in this Agreement amount

1 will be made after consultation with the **CITY**. Such changes shall be effective upon
2 written notice to the **CITY** and the **COUNTY** Project Director.

3 **9. AUDIT PROVISIONS:**

4 The **CITY** shall comply with the CALEMA Recipient Handbook, Section
5 8151 b., in securing a financial audit. The **CITY** may budget up to 1.5 percent (1.5%) of
6 the total grant award for the financial audit cost. The **CITY** shall make available to the
7 **COUNTY**, the Comptroller of the State of California, the CALEMA and their authorized
8 representatives for purposes of inspection and audit, any and all of its books, papers,
9 documents, financial and other records pertaining to the operation of this Agreement.
10 The aforesaid records shall be available for inspection and audit during regular business
11 hours throughout the term of this Agreement, and for a period of five (5) years after the
12 expiration of the term of this Agreement.

13 **11. PROGRAM EVALUATION AND INSPECTION:**

14 The **CITY** shall permit the **COUNTY**, and authorized representatives of the
15 CALEMA, to inspect and review its facilities and program operations from time to time
16 as may be requested by the **COUNTY** and the CALEMA. Said representatives may
17 monitor the operations of this Agreement to assure compliance with all applicable laws
18 and regulations. In the event that any such inspection reveals violation of any provision
19 of this Agreement and the **CITY** fails to correct any such violation to the satisfaction of
20 the **COUNTY** within a reasonable time, not to exceed ten (10) days, the **COUNTY** may
21 unilaterally terminate this Agreement by giving the **CITY** ten (10) days written notice of
22 such termination.

23 **12. AUDIT EXCEPTIONS BY COUNTY AND STATE AGENCIES:**

24 The **CITY** agrees that in the event the program established hereunder is
25 subjected to audit exceptions by appropriate **COUNTY**, State or Federal audit agencies,
26 the **CITY** shall be responsible for complying with such exceptions and paying the

1 **COUNTY** the full amount of the liability incurred by the **COUNTY** to the CALEMA from
2 such audit exceptions.

3 **13. TERMINATION AND TERMINATION COSTS:**

4 This Agreement may be terminated at any time by either party upon giving
5 thirty (30) days written notice to the other party. The **COUNTY** may immediately
6 terminate this Agreement upon the termination, suspension, discontinuation or
7 substantial reduction in the CALEMA funding for the Agreement activity. In such event,
8 the **CITY** shall be compensated for all services rendered and all necessarily incurred
9 costs performed in accordance with the terms of this Agreement that have not been
10 previously reimbursed, to the date of said termination to the extent the CALEMA funds
11 are available. All remaining funds not compensated to the **CITY** by termination of this
12 Agreement will revert back to the **COUNTY**. Payment shall be made only upon filing
13 with the **COUNTY**, by the **CITY**, of vouchers evidencing the time expended and said
14 cost incurred. Said vouchers must be filed with the **COUNTY** within thirty (30) days of
15 the date of said termination.

16 **14. INDEPENDENT STATUS:**

17 Both parties hereto in the performance of this Agreement will be acting in
18 an independent capacity and not as agents, employees, partners, joint venturers or
19 associates of one another. The employees or agent of one party shall not be deemed
20 or construed to be the agent or employees of the other party for any purpose
21 whatsoever.

22 **15. ASSIGNMENT:**

23 No performance of this Agreement or any section thereof may be
24 assigned or subcontracted by the **CITY** without the express written consent of the
25 **COUNTY** and any attempt by the **CITY** to assign or subcontract any performance of the
26

terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement.

16. HOLD HARMLESS:

A. Neither the **COUNTY** nor any office or employee thereof shall be responsible for any damages or liability occurring by reason of anything done or omitted to be done by the **CITY**, or in connection with any authority or jurisdiction delegated to the **CITY** under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, the **CITY** shall fully indemnify and hold the **COUNTY**, its officers and employees, harmless from any liability occurring by reason of anything done or omitted to be done by the **CITY** or any officer or employee thereof under or in connection with any authority or jurisdiction delegated to the **CITY** under this Agreement.

B. Neither the **CITY**, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the **COUNTY** under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, the **COUNTY** shall indemnify and hold the **CITY**, its officers and employees, harmless from any liability imposed by reason of anything done or omitted to be done by the **COUNTY**, or any officer or employee thereof, under or in connection with any authority or jurisdiction delegated to the **COUNTY** under this Agreement.

17. MONITORING:

The **COUNTY** shall have the authority to cause regular monitoring of this Agreement to verify that the **CITY** is operating in accordance with the grant award and the services to be performed thereto.

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1 **18. NOTICES:**

2 Notices and other correspondence shall be sent to the **COUNTY** as
3 follows:

4 **STEVE COOLEY**
5 District Attorney
6 County of Los Angeles
7 210 West Temple Street, Suite 18-709
8 Los Angeles, CA 90012

9 Notices and other correspondence shall be sent to the **CITY** as follows:

10 **CARMEN TRUTANICH**
11 City Attorney
12 City of Los Angeles
13 800 City Hall East
14 200 North Main Street, 8th Floor
15 Los Angeles, CA 90012

16 **19. WAIVER:**

17 No waiver by the **COUNTY** of any breach of any provision of this
18 Agreement shall constitute a waiver of any other breach or of such provision. Failure of
19 the **COUNTY** to enforce at any time, or from time to time, any provision of this
20 Agreement shall not be construed as a waiver thereof. The rights and remedies set
21 forth in this sub-paragraph shall not be exclusive and are in addition to any other rights
22 and remedies provided by law or under this Agreement.

23 **20. ALTERATION OF TERMS:**

24 This writing fully expresses all understandings between the **PARTIES**
25 concerning the matters covered herein and shall constitute the total Agreement. No
26 addition to, or alteration of, the terms of this Agreement, whether by written or verbal
understanding of the **PARTIES**, their officers, employees or agents, shall be valid and
effective unless made in the form of a written amendment to this Agreement formally
approved and executed by both **PARTIES**.

///

1 **21. GOVERNING LAW, JURISDICTION AND VENUE:**

2 This Agreement shall be governed by, and construed in accordance with
3 the laws of the State of California. The **PARTIES** agree and consent to the exclusive
4 jurisdiction of the courts of the State of California for all purposes regarding this
5 Agreement and further agree and consent that venue of any action brought hereunder
6 shall be exclusively in the County of Los Angeles.

7 **IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los
8 Angeles, has caused this Agreement to be subscribed by its Chair and the seal of said
9 Board to be hereto affixed and attested by the Executive Office-Clerk thereof, and the
10 **CITY** has caused this Agreement to be subscribed in its behalf by its duly authorized
11 officer, as of the date set forth below.

12 County of Los Angeles

13
14 By S.L. Cooley
15 Steve Cooley, District Attorney

16 Date: 7/17/99

17
18 APPROVED AS TO FORM BY
19 ACTING COUNTY COUNSEL:

20 ROBERT KALUNIAN

21 By Jennifer A.D. Lehman
22 Jennifer A.D. Lehman
23 Principal Deputy County Counsel

24 City of Los Angeles

25 By _____
26 Carmen Trutanich, City Attorney

Date: _____